

ORDINANCE NO. 09-17

ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY OF HIALEAH, TO ENTER INTO A LEASE AGREEMENT WITH THE WOMAN'S CLUB OF HIALEAH, INC., A FLORIDA CORPORATION, TO LEASE APPROXIMATELY 1,390 SQUARE FEET ON THE FIRST FLOOR OF A NEW BUILDING TO BE CONSTRUCTED BY THE CITY AT 525 WEST 1 AVENUE, HIALEAH, FLORIDA, TO BE USED FOR MEETINGS OR CLUB-RELATED ACTIVITIES FOR 99 YEARS FOR AN ANNUAL RENTAL PAYMENT OF \$1.00, IN FIVE-YEAR TERMS, WITH THE INITIAL TERM OF FIVE YEARS COMMENCING ON MARCH 2, 2009 AND ENDING ON MARCH 1, 2014, SUBJECT TO FIVE-YEAR RENEWALS, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF IN SUBSTANTIAL FORM AS EXHIBIT "1"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in consideration for the conveyance of the property located at 525 West 1 Avenue, Hialeah, Florida, the City of Hialeah agreed to enter into a lease with the Woman's Club of Hialeah, Inc. for 99 years on the first floor of an elderly affordable housing project comprising of more than 30 residential units funded by federal grant monies; and

WHEREAS, it is in the best interest of the City to enter this lease to enable the City to utilize the site as an eligible recipient of a federal grant to construct elderly housing at that location; and

WHEREAS, during the construction phase, the Woman's Club will occupy space on the first floor of Villa Aida, 20 West 6 Street, Hialeah, Florida until the permanent leased space is available for occupancy.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City of Hialeah, to enter into a Lease Agreement with the Woman's Club of Hialeah, Inc., a Florida corporation, to lease approximately 1,390 square feet on the first floor of a new building to be constructed by the City at 525 West 1 Avenue, Hialeah, Florida, to be used for meetings and Club-related activities for 99 years for an annual rental payment of \$1.00, in five-year terms, with the initial term of five years commencing on March 2, 2009 and ending on March 1, 2014, subject to five-year renewals, a copy of which is attached hereto and made a part hereof in substantial form as Exhibit "1".

Section 2: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 4: Severability Clause.

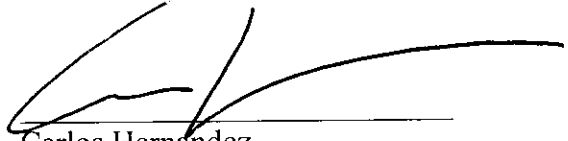
If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

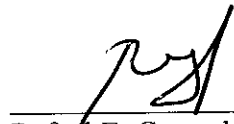
PASSED and ADOPTED this 24th day of February, 2009.

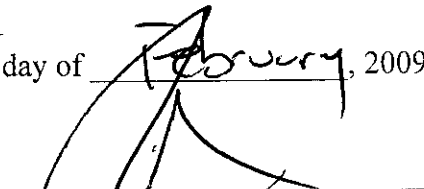
THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.


Carlos Hernandez
Council President

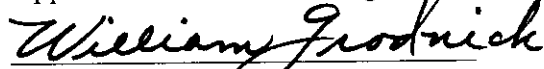
Attest:

Approved on this 25 day of February, 2009.


Rafael E. Granado, City Clerk


Mayor Julio Robaina

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

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Ordinance was adopted by a 6-0 vote with Councilmembers, Casals-Muñoz, Cue, Gonzalez, Hernandez, Garcia-Martinez, and Yedra voting "Yes" and Councilmember Caragol absent.

LEASE AGREEMENT

THIS ~~LEASE~~ ⁸ LEASE AGREEMENT (hereinafter the "Lease"), is entered into this ~~10th~~ ¹¹ day of MARCH, 2009 between The City of Hialeah, a Florida Municipal Corporation, located at 501 Palm Avenue, 4th Floor, Hialeah, Florida 33011, hereinafter called the "City" or "Landlord", and Woman's Club of Hialeah, Inc., a Florida corporation, hereinafter called the "Woman's Club" or "Tenant".

WITNESSETH:

1. **LEASED PREMISES:** The City hereby leases to the Woman's Club, and the Woman's Club hereby leases from the City, the following described property, hereinafter referred to as the "Premises", to-wit:

Approximately 1390 square feet on the ground floor of a new building to be constructed by the City at 525 West 1st Avenue, Hialeah, Florida, which Premises will be not be less than approximately 2500 square feet.

The City will identify the space for the Woman's Club which shall be substantially similar to the space shown on the floorplan attached hereto as Exhibit "A." The Premises shall be heated and air-conditioned and furnished with suitable light fixtures, and include a meeting room, an office, a storage space, two (2) restrooms, a kitchen and appliances, including a refrigerator, freezer and ice maker, stove, microwave and dishwasher. In consultation with a designated selection committee of the Woman's Club, the City shall furnish the space with the furnishings and equipment needed for the Woman's Club to continue its normal operations, which shall include at least those items identified on the attached Exhibit "B." In addition, the City shall provide exclusive use to Woman's Club of no less than 500 square feet of combined secure storage space at several locations, counting 40 square feet inside the leased premises (the "Storage Space"). The Storage Space shall be located within reasonable proximity of the Premises, and Woman's Club shall have access to the Storage Space during normal business hours; or, the City may elect to locate the Storage Space at any location within the City limits and/or restrict Woman's Club access to the Storage Space, and in such case the City shall pick up and deliver items from the Storage Space to the Premises upon Woman's Club's reasonable notice. The City may in its sole discretion and at its sole expense, relocate the Storage Space from time to time, subject to the provisions of this paragraph. The City shall also provide parking at the Premises, as follows: two (2) parking spaces reserved in the Visitor Parking area shown on the attached Exhibit "C" for the exclusive use of Woman's Club; thirteen (13) additional parking spaces in the Visitor Parking area reserved for Woman's Club commencing one (1) hour prior to any scheduled meeting or event of

Woman's Club and ending one (1) hour after. Pending the completion of construction of the new building and issuance of a Certificate of Occupancy for the Premises, the City will provide to the Woman's Club a temporary meeting room and storage facility upon the same terms and conditions contained hereinbelow on the ground floor of Villa Aida Adult Community Center located at 20 West 6 Street, Hialeah, Florida. If the Commencement Date (as defined below) does not occur on or before September 2, 2011, then the City shall be obligated to lease other premises to Woman's Club on the same terms and conditions as are contained in this Lease, and which are acceptable to Woman's Club in its sole but reasonable discretion.

2. NON-EXCLUSIVE USE OF ADDITIONAL PREMISES

Woman's Club shall have the right to the non-exclusive use of additional space on City property or at the City's expense in a facility located within reasonable proximity of the Premises with a minimum of 2100 square feet, and including kitchen and restroom facilities, for special events and meetings upon reasonable advance notice. The City shall provide adequate parking, which shall include no less than fifty (50) parking spaces, for such special events and meetings, at a location within reasonable proximity of such special events and meetings. Such special events and meetings shall not exceed five times each year.

3. LEASE TERM:

A. **Commencement Date:** The term of this Lease shall commence on March 2, 2009 ("Initial Commencement Date"). The initial term of the lease shall expire and the Lease shall automatically be renewed upon whichever of the following dates shall first occur: (a) the date when a Certificate of Occupancy for the Premises is issued by the applicable governmental authority and the City has notified Woman's Club that it may take possession of the Premises, or (b) the date when the Woman's Club shall take possession of the Premises or any portion thereof for the conduct of its normal activities (the "Commencement Date"). The term commencing on the Initial Commencement Date and ending on the Commencement Date shall be referred to herein as the "Initial Term." The term beginning on the Commencement Date shall be referred to herein as the "Lease Term." The City shall, in accordance with the foregoing, fix the Commencement Date of the Lease Term, and shall notify the Woman's Club of the date so fixed. The parties agree, if either party so requests, thereafter to execute a written memorandum confirming such Commencement Date of this Lease, which memorandum shall become a part of this Lease. The failure of the parties to execute such memorandum shall not affect the validity of the Commencement Date as fixed by the City.

B. Lease Term. The Initial Term of this Lease shall commence and end in accordance with Section A above. The Lease Term shall commence on the Commencement Date, as determined in accordance with Section A above, and shall end on whichever of the following dates shall first occur: (a) the date on which the Woman's Club of Hialeah ceases to exist; or (b) on midnight on the date which is sixty (60) months following the Commencement Date. The 60 month Lease Term coincides with the 5 year limitation on the duration of agreements regarding the expenditure of City funds as provided in Hialeah Charter Section 1.04 (c) (4).

C. Lease not Assignable. This Lease may not be assigned by the Woman's Club.

D. Option to Renew. Woman's Club shall have the option to renew its lease of the Premises in accordance with the Rider attached hereto. The City will ratify the Woman's Club's exercise of its option to renew its lease of the Premises as provided for in the attached Rider.

E. Condition Precedent. Woman's Club agrees and understands that this Lease is contingent upon the consummation of the Agreement to Convey executed by and between City and Woman's Club contemporaneously herewith and the Woman's Club conveyance to City of the property located at 525 West 1st Avenue, Hialeah, Florida, as more particularly described in the Agreement to Convey. If said Agreement is not consummated and the property is not conveyed to the City as contemplated therein, then this Lease shall be null and void and the parties shall be released of all obligations hereunder.

4. **RENT:** In consideration of the Woman's Club conveyance of the underlying property to the City, annual rent of one dollar (\$1.00) shall be due from the Woman's Club for its occupancy of the Premises on the first day of March each year, except as may otherwise be provided below.

5. **USE:** The Premises shall be used and occupied during the full term of this Lease only for meetings and club related activities of the Woman's Club of Hialeah. Woman's Club shall not use or permit the use of the Premises for any unlawful purpose, nor for anything which will constitute a nuisance or annoyance, nor cause damages or in any way impair the value or usefulness of the Premises to be occupied by any person.

6. **NON-DISCRIMINATION:** Woman's Club agrees that no person shall, on the basis of race, color, national origin, sex, age, disability or religion, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the Woman's Club in the performance of this Agreement, and shall abide by all Federal and State laws regarding such discrimination. It is

expressly understood that upon proof of such discrimination as determined by a governmental authority of competent jurisdiction, the City of Hialeah shall have the right to terminate this Agreement.

7. UTILITIES: The City shall be solely responsible for and promptly pay all charges for gas, electricity or any other utility (hereinafter collectively referred to as "Utility") used or consumed in the Premises. Woman's Club shall pay for telephone charges. The City shall use its best efforts to restore utilities to the Premises in the event of interruption or failure in the supply of Utilities to the Premises; provided, however, that in no event, shall the City be liable for an interruption or failure in the supply of Utilities to the Premises. Woman's Club shall not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitute a portion. Any monetary obligations of Woman's Club to City under the terms of this Paragraph shall be deemed to be rent, including payments made by city for utility service to the Premises.

8. CONDITION OF PREMISES: The City, at its own expense, shall cause the demised Premises to be in a state of good repair and suitable for usage by the Woman's Club at the commencement of this Lease. Subject to the above, the Woman's Club hereby agrees that it will accept the Premises in an "as-is" condition at the beginning of the Lease Term.

9. REPAIRS.

A. City's Responsibility. The City agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease, or of any extension or renewal thereof, the interior and exterior of the building in which the Premises are located, including, without limitation, the equipment providing heating and air conditioning to the Premises, and light fixtures, kitchen and bathroom plumbing and fixtures and kitchen appliances provided by the City for the Premises pursuant to this Lease, to the extent that such is necessary as a result of normal wear and tear. The City will provide custodial services, free of charge.

B. Woman's Club Responsibility. Other than the repairs which shall be the obligation of City as stated above, the Woman's Club shall be responsible, at its own cost and expense, for the reasonable and good care of the Premises.

10. SIGNAGE: The City shall install and maintain an exterior sign with the name "Woman's Club of Hialeah" or "Hialeah Woman's Club" in the new building to be constructed in consultation with a designated selection committee of the Woman's Club.

11. ALTERATIONS:

Woman's Club may not make any structural alterations, additions or improvements in or to the Premises without the written consent of the City, and must comply with all applicable building codes. Any improvements agreed upon by the City which, when removed, would cause damage to the Premises may not be removed without the consent of the City.

12. CITY'S RIGHT TO INSPECT: Upon giving reasonable notice, the City or City's agents shall have the right to enter and inspect the Premises at all times. Workmen may enter at any reasonable time when authorized by City and City's agents to make such repairs, improvements or additions as City may deem necessary or desirable, and City shall be allowed to take all material into and upon said Premises that may be required therefor. If the Woman's Club, or its agents, are not present to open and permit entry into said Premises, when, for any reason, an entry therein shall be necessary, City or City's agents may enter the same by a master key, or may forcibly enter the same, without rendering the City or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease.

13. INSURANCE: Woman's Club shall maintain, during the term of this Lease, public liability insurance on a comprehensive basis, including contingent liability in amounts not less than \$100,000.00 per person and \$500,000.00 per occurrence for bodily injury, and \$25,000.00 per occurrence for property damage.

Woman's Club shall provide the City with a Certificate of Insurance prior to its occupancy of the Premises. The Certificate shall name the City of Hialeah as an additional insured party. Said Certificates shall clearly indicate that the Woman's Club has obtained insurance in the type, amount, and classifications required by this Paragraph and any modifications to these insurance requirements as may be deemed necessary by the Mayor, Risk Management Division, and/or changes in State and County regulations. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Upon the Woman's Club default in obtaining or delivering the Certificate evidencing insurance required by this Paragraph, the City may procure or pay the charges for any such policy or policies and charge the Woman's Club therefor as rent.

The insurance required hereunder will include coverage for any special events which the Woman's Club may wish to conduct in or about the Premises.

14. **LOSS AND DAMAGE:** All personal property placed or moved in the Premises (including without limitation appliances, fixtures, furniture, improvements, decorations, carpeting and painting) shall be at the risk of the Woman's Club or the owner thereof and the Woman's Club shall hold the City harmless from any and all claims arising out of damages to any such personal property, including subrogation claims by the Woman's Club's insurance carriers. The City shall not be liable to the Woman's Club for any damage to said personal property unless caused by, or due to, the negligence of the City, the City's agents or its employees.

15. **DESTRUCTION OF PREMISES:**

A. If the leased premises are partially (the leased premises shall be deemed partially destroyed if more than 25% of the lease premises are unusable) or totally destroyed by fire or other casualty insurable under standard insurance policies with extended risk endorsement so as to become partially or totally untenable, the same shall be repaired or built by City at the expense of City, unless City elects not to repair or rebuild as provided in Subparagraph B of this Paragraph.

B. If the leased premises are (i) rendered totally untenable by reason of an occurrence described in Subparagraph A of this Paragraph; or (ii) damaged or destroyed as a result of risk which is not insurable under standard insurance policies with extended risk endorsement; or (iii) damaged or destroyed during the last three (3) years of the Term of this Lease; or (iv) if the building of which the leased premises are a part is damaged (whether or not the leased premises are damaged) to the extent of 50% or more of its then monetary value; or (v) if the building is damaged to such an extent that it cannot, in the sole judgment of the City, be operated economically, then in any of such events, the City may at its option either 1) restore the Premises to the condition they were in prior to such occurrence, or 2) by notice in writing to the Woman's Club given within sixty (60) days after the date of such occurrence, lease to Woman's Club other premises on the same terms and conditions as are contained in this Lease, and which are acceptable to Woman's Club in its sole but reasonable discretion. Unless City gives such notice, this Lease will remain in full force and effect and City shall repair such damage at its expense as expeditiously as possible under the circumstances.

C. If the City should elect or be obligated pursuant to Subparagraph A hereof to repair or rebuild because of any damage or destruction, City's obligation shall be limited to the basic building and any other work or improvements which may have been originally performed or installed at City's expense. Woman's Club shall replace all work and improvements originally installed or performed by Woman's Club at its expense.

16. **QUIET ENJOYMENT:** Provided that the Woman's Club fully performs all of the covenants and conditions herein, the City shall not disturb Woman's Club quiet and peaceful possession of the Premises for the term of this Lease.

17. **SURRENDER OF PREMISES:** Woman's Club agrees to surrender to the City at the end of the term of this Lease or any extension or renewal thereof, said leased premises in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear, and damage by fire and windstorm or other Acts of God, excepted.

18. **DEFAULT:**

A. In the event Woman's Club shall default in the payment of Rent, or any others sums payable by Woman's Club herein and such default shall continue for a period of thirty (30) days, or if the Woman's Club shall abandon the premises and remove or attempt to remove therefrom the fixtures belonging to the Premises, or if the Woman's Club shall default in the performance of any other non-monetary covenants or agreements of this Lease and such default shall continue for thirty (30) days after written notice thereof, the City may terminate this Lease without releasing or affecting the Woman's Club liability to City, and retake possession of the leased Premises, or enter the leased Premises and retake the same without termination, in which latter event the City may resort to any other remedies or rights, and adoption of other remedies or rights shall not necessarily prevent the enforcement of other remedies or rights concurrently or thereafter.

B. With respect to the rights and remedies of and waivers by either party hereto against whom such waiver is sought to be enforced: (i) the rights and remedies of such party set forth herein shall be in addition to any other right and remedy now and hereafter provided by law; (ii) all such rights and remedies shall be cumulative and not exclusive of each other; (iii) such party may exercise such rights and remedies at such times, in such order to such extent, and as often as such party deems advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another; (iv) a single or partial exercise of a right or remedy shall not preclude (a) a further exercise thereof or (b) the exercise of another right or remedy, from time to time; (v) no delay or omission by such party in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence in a default; (vi) no waiver of a default shall extend to or affect any other default or impair any right of remedy with respect thereto; (vii) no action or inaction by such party shall constitute a waiver of a default; and (viii) no waiver of a default shall be effective unless it is in writing signed by such party.

19. HOLD HARMLESS AND INDEMNIFICATION; ASSUMPTION OF RISK

Woman's Club shall not do or permit any act or thing to be done in, on or about the Premises that may subject City to any liability or responsibility for injury, damage to persons or property or to any liability by reason of the existence or application of, compliance with or violation of any requirement, but shall exercise such control over the Premises as to protect the City fully against any such liability and responsibility. Except for City's own negligence, Woman's Club shall indemnify and save harmless the City from and against (a) all claims of whatever nature against the City arising from any act, omission or negligence of Woman's Club or persons within Woman's Club control, (b) all claims against the City arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring in or about the Premises during the term of the Lease or during Woman's Club occupancy of the Premises, (c) all claims against the City arising from any accident, injury or damage occurring outside of the Premises but anywhere within or about the Premises, where such accident, injury or damage results or is claimed to have resulted from an act, omission or negligence of Woman's Club or persons within Woman's Club control, and (d) any breach, violation or non-performance of any covenant, condition or agreement contained in this Lease to be fulfilled, kept, observed and performed by Woman's Club. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

If any claim, action or proceeding is made or brought against the City, against which claim, action or proceeding Woman's Club is obligated to indemnify City pursuant to the terms of this Lease, then, upon demand by the City, Woman's Club, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the City's name, if necessary, by such attorneys as the City may select, including, without limitation, attorneys for the City's insurer. Notwithstanding the foregoing, if such attorneys shall be defending both Woman's Club or any persons within Woman's Club control and City, the City may retain its own attorneys to defend or assist in defending any claim, action or proceeding, and Woman's Club shall pay the reasonable fees and disbursements of such attorneys. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

20. RADON GAS DISCLOSURE: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and

state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

21. HAZARDOUS SUBSTANCES: The following provisions are incorporated into this Lease pursuant to Resolution Z-14-86 of Dade County, Florida. However, nothing contained herein shall be deemed to permit any hazardous materials or wastes to be brought into the building or used by Woman's Club without the express prior written consent of City (which consent may be granted or denied in City's sole discretion):

(a) All areas within buildings where hazardous materials or hazardous wastes (ignitable, corrosive, toxic or reactive, including those identified in Exhibit "D" are to be used, handled, generated or stored, are to be constructed with impervious floors, without drains, to ensure containment and facilitate cleanup of any spill or leakage.

(b) Any and all storage of hazardous materials or hazardous waste outside of buildings is prohibited.

(c) Hazardous waste generators (Woman's Club classified in a SIC code listed in Exhibit E that use, handle, store or display hazardous materials and/or generate hazardous wastes) are to contract with a licensed public or private hazardous waste disposal service or processing facility and are to annually provide Dade County, and maintain on file for a period of at least five (5) years, copies of one of the following documentation of proper hazardous disposal:

(i) a hazardous waste manifest;

(ii) a bill of lading from a transporter indicating shipment to a permitted hazardous waste management facility; or

(iii) a confirmation of receipt of materials from a Florida DER-approved recycled or waste exchange operation.

(d) Woman's Club generating hazardous wastes are hereby notified that there are penalties for improper disposal of hazardous waste pursuant to 403.727, Florida Statutes.

(e) Woman's Club is prohibited from generating hazardous effluents, unless adequate pretreatment facilities, approved by FDER, DERM and Dade County WASA are constructed and used by Woman's Club generating such effluents.

(f) Hazardous sludge materials generated by effluent pretreatment must be disposed of in a manner approved by EPA and Florida DER.

(g) Woman's Club agrees to allow reasonable access to its premises for priority by Dade County DERM and Florida DER to assure compliance with the requirements of Resolution Z-14-86

City desires to maintain high standards of environment, comfort and convenience for the Woman's Club. It will be appreciated if any undesirable conditions or lack of courtesy or attention by its employees is reported directly to City.

22. CONSENT OF CITY: Whenever the consent of City is required in the Lease, it is agreed that such consent shall be in the sole and absolute discretion of the City.

23. WAIVER: No waiver by City or Woman's Club of any provision hereof shall be deemed to have been made unless such waiver is in writing and is signed by the party against whom such waiver is sought to be enforced. The failure of City or Woman's Club to insist upon the strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred, shall not be construed as waiving or relinquishing for the future any such covenants, conditions or options but the same shall continue and remain in full force and effect. No act of City or its agent during the Term hereof shall be deemed an acceptance of a surrender of the leased premises unless made in writing and personally subscribed by City. The delivery of the keys to the premises by Woman's Club to City or its agent should not be deemed a surrender and acceptance of the leased premises. No payment by Woman's Club of a lesser amount than herein stipulated to be paid by Woman's Club shall be deemed to be other than a partial and incomplete payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of such Rent or pursue any other remedy provided in this Lease or by applicable law.

24. NOTICE: All notices and demands which may or are required or permitted to be given by either party to the other hereunder shall be written or printed copy. All notices and demands by the City to the Woman's Club shall be (a) delivered to the Woman's Club at the leased premises, in which event the notice of demand shall be deemed to have been served at the time the copy is so delivered, or (b) by United States certified mail, postage prepaid, addressed to the Woman's Club at the leased premises, in which event the notice or demand shall be deemed to have been served at the time the copy is deposited in the United States mails, or (c) to leave

a copy in or upon the leased premises or to affix the same upon any door leading into the leased premises if the premises are not open or Woman's Club is not at the premises so that City can make an attempted delivery, in which event the notice or demand shall be deemed to have been served at the time the copy is so left or affixed. All notices or demands shall be signed by or on behalf of the City. All notices or demands by the Woman's Club to the City shall be sent by United States certified mail, postage prepaid, addressed to the City at its principal office, or at any other place designated in writing by City, in which event the notice or demand shall be deemed to have been served at the time the copy is deposited in the United States mail.

25. GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provisions of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing the Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Woman's Club part to be performed, shall be deemed and construed as a separate and independent covenant of Woman's Club, not dependent on any other provision of this Lease or on any covenant or obligation of Woman's Club. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

26. WAIVER OF JURY TRIAL: City and Woman's Club hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or their successors in respect of any matter arising out of or in connection with this Lease, the relationship of City and Woman's Club, Woman's Club use or occupancy of the Leased premises, and/or any claim for injury or damage, or any emergency or statutory remedy. In the event City commences any proceedings or action for nonpayment of base rent, additional rent, or for a default in the performance by Woman's Club of any of its other obligations under this Lease, Woman's Club shall not interpose any counterclaim of any nature or description (unless such counterclaim shall be mandatory) in any such proceeding or action but shall be relegated to an independent action at law.

27. SEVERABILITY: The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

28. RECORDING: This Lease or a Memorandum thereof may be recorded.

29. FORCE MAJEURE: Whenever a period of time is herein prescribed for action to be taken by a party, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party; it being specifically understood and agreed, however, that the financial inability of a party hereto to perform any of its obligations hereunder shall in no way or manner be deemed to be an act of force majeure. Nothing herein shall excuse or delay the payment by Woman's Club of any sums to City or third parties hereunder.

30. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties hereto and it may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest.

31. AUTHORITY OF WOMAN'S CLUB:

Woman's Club of Hialeah, Inc. is a corporation duly organized and existing under the laws of the State of Florida. Each individual executing this Lease on behalf of the Woman's Club represents that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors or the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. In addition, Woman's Club shall, within thirty (30) days after execution of this Lease, deliver to City a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates indicated:

Signed, Sealed and Acknowledged
in the presence of:

LANDLORD:

CITY OF HIALEAH
501 Palm Avenue
P.O. Box 11-0040
Hialeah, Florida 33011-0050

WITNESS:

William Grodnick
Witness Date

Authorized signature on behalf
of the CITY OF HIALEAH, FLORIDA

Mayor Julio Robaina 3/2/09
Date

ATTEST:

Rafael E. Granado 3/2/09
City Clerk Date

SEAL

APPROVED AS TO LEGAL

SUFFICIENCY AND AS TO FORM:

William Grodnick 3/2/09
City Attorney Date

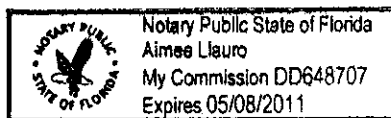
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements and administer oaths, personally appeared Julio Robaina as Mayor of CITY OF HIALEAH, a Florida Municipal corporation, Landlord, to me well known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same and who presented as identification the following: Driver's license, and he did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of March, 2009.

My Commission Expires:

Aimee Llauro
Notary Public



Signed, Sealed and Acknowledged
in the presence of:

TENANT:

WOMAN'S CLUB OF HIALEAH, INC.

WITNESS:

Authorized signature on behalf
of said corporation:

Juanette Eggleston
Witness Juanette Eggleston

By: Alice Faircloth 3-2-09
Date
its President

Jana L. Armstrong
Witness Jana L. Armstrong

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements and administer oaths, personally appeared Alice Faircloth, as President of WOMAN'S CLUB OF HIALEAH, INC., Tenant, to me well known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same and who presented as identification the following: FL Driver License, and he/she did take an oath.

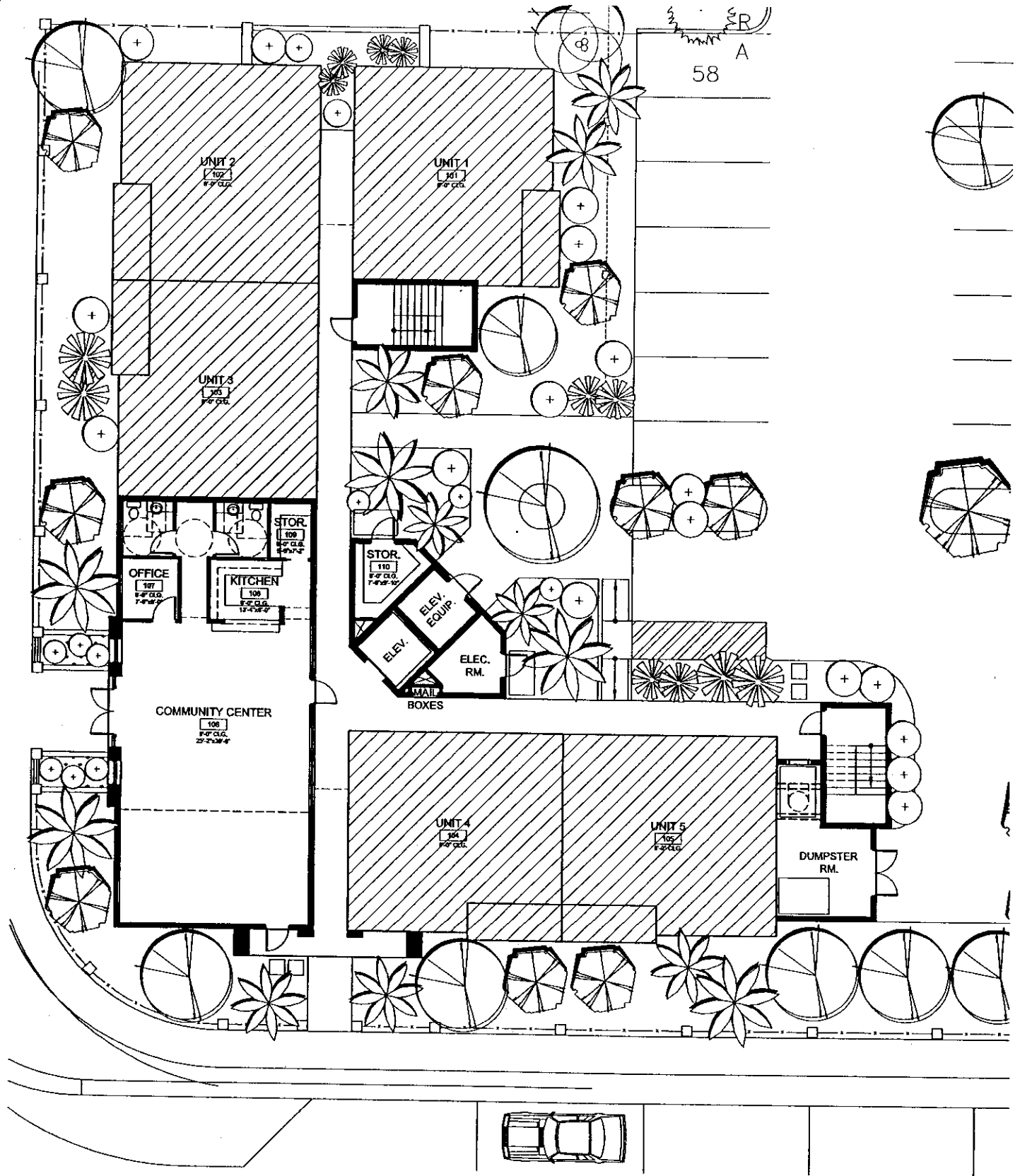
WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of March, 2009.

My Commission Expires:

Jana L. Armstrong
Notary Public



JANA L. ARMSTRONG
MY COMMISSION # DD 587561
EXPIRES: August 22, 2010
Bonded Thru Budget Notary Services



City of Hialeah

Construction and Maintenance
900 East 56th Street, Bldg. 1
Hialeah, Florida 33013
Tel: (305) 687-2620
Fax: (305) 687-2643

City Architect
MIGUEL GOIZUETA, AIA
LIC. AR33541

PROJECT NO.
0901 - 2

33 UNIT &
COMMUNITY
CENTER
PROJECT

SHEET NUMBER

Exhibit "A"

LEASE EXHIBIT B

tables providing seating for 64 people

36 regular chairs and 32 folding chairs

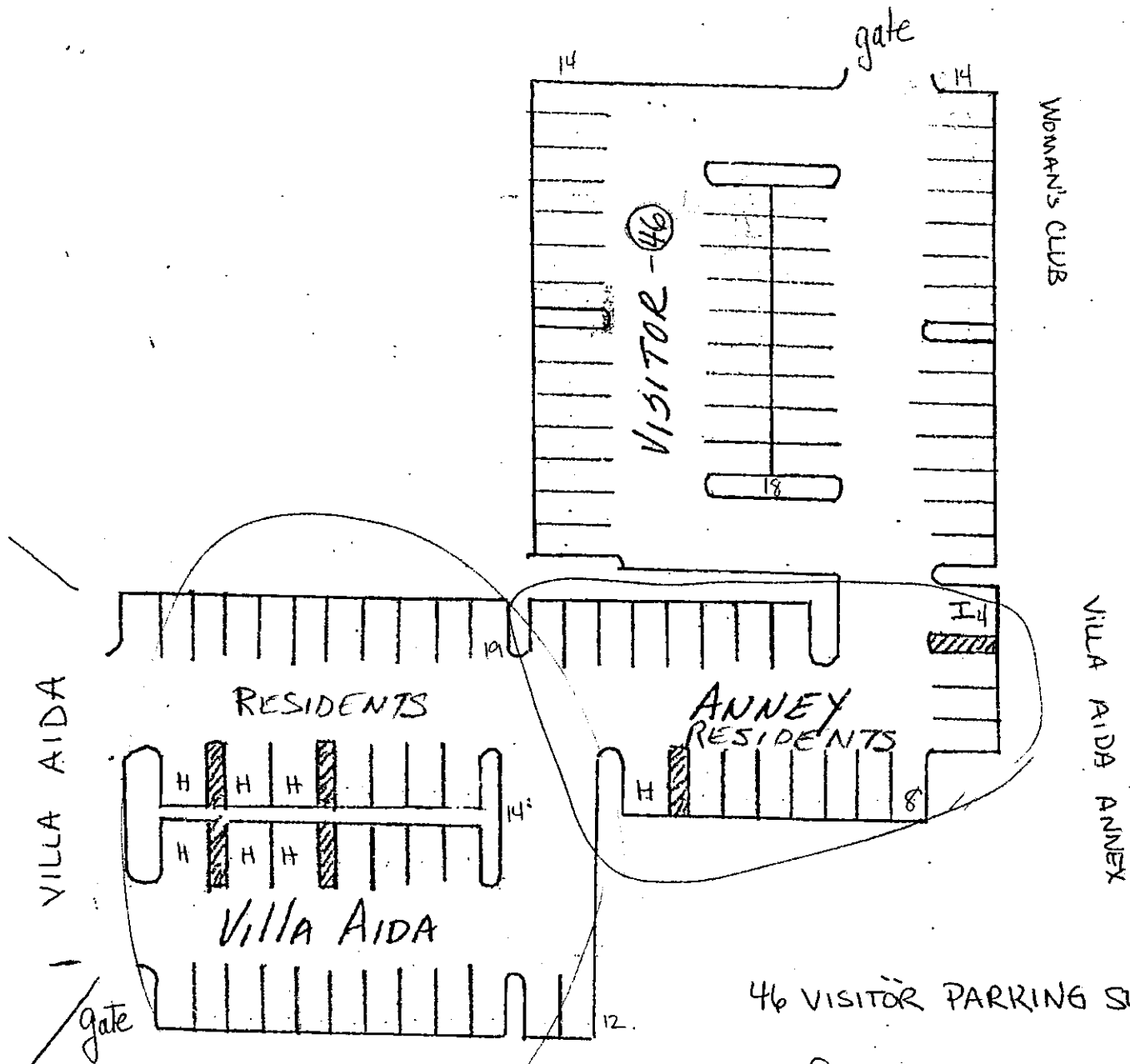
1 desk

1 lectern

1 computer

W 5th St.

Parking Lot Dock Diagram



46 VISITOR PARKING SLOTS

- Plus ① street parking
② City Hall front parking lot
③ Parking garage



Exhibit "C"



CFN 2009R0287351
DR Bk 26835 Pgs 2026 - 2029; (4pgs)
RECORDED 04/21/2009 08:24:28
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and Return to:
City of Hialeah
Planning Division
501 Palm Avenue, Second Floor
Hialeah, FL 33010

**Declarations of Restrictions
and Unity of Title
(Corporate Entity)**

This Declaration of Restrictions and Unity of Title ("Unity of Title") executed
_____ day of March, 2009 by City of Hialeah, Florida
("Owner(s)").
City of Hialeah, Florida

WITNESSETH:

WHEREAS, the undersigned City of Hialeah, Florida,
a Florida _____ corporation, is the fee simple owner of the following described
Property located in the City of Hialeah, Florida:

20 WEST 6 STREET, 591 WEST 1 AVENUE, 525 WEST 1 AVENUE & 59 WEST 5 STREET
SEE EXHIBIT "A"

WHEREAS, the undersigned owner of this property desires to utilize said lots or parcels
as a single building site for the following reasons:
For the construction of Affordable Housing for the Elderly.

NOW, THEREFORE, for good and valuable consideration, the undersigned owners(s)
hereby covenant(s) and agree(s) as follows:

1. Each and all of the foregoing recitations are true and correct and are incorporated herein by this reference and made a part hereof for all purposes.
2. The above-described lots and parcels will not be conveyed, mortgaged, or leased separate or apart from each other and that they will be held together as one tract.
3. This covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment, and title to the above-described property and shall constitute a covenant running with the land and may be recorded in the Public Records of Miami-Dade County, Florida. This covenant shall remain in full forces and effect and shall be binding upon the undersigned, its (their) heirs, successors and assigns until such time as the same is modified, amended or released and may only be modified, amended or released by a written instrument executed by the then owner having fee simple title to the property affected or to be affected by such modification, amendment, or release; provided, however, the same is also approved by the City Council and the Mayor of the City of Hialeah, or its successors, by resolution, upon advertised notice, or by ordinance if the covenant is adopted by ordinance or as otherwise provided in the Hialeah Charter.

4

Declarations of Restrictions and Unity of Title
(Corporate Entity)

4. The undersigned agrees that it will not convey, transfer, assign or otherwise dispose of the property, or any interest therein, without requiring the successor in right, title or interest to abide by the terms and conditions of this Unity of Title.
5. The use of the property shall be in compliance with all ordinances, regulations, codes, and charter of the City of Hialeah and applicable state and federal law and laws and regulations of Miami-Dade County, Florida.

(LEFT INTENTIONALLY BLANK)

Declarations of Restrictions and Unity of Title
(Corporate Entity)

IN WITNESS WHEREOF, We have hereunto set out hands and seals at
501 Palm Avenue, Hialeah, this _____ day of March, 2009.
(location)

Attest: _____

Secretary: [Signature]

Typed/Printed Name

Signed, sealed and delivered in the
presence of:

[Signature]
Witness [Signature]

Typed/Printed Name

Witness

Typed/Printed Name Jose del Risco

Name of Corporation

City of Hialeah, Florida

By: [Signature]

Mayor

Julio Robaina:

Typed/Printed Name

Corporate Seal

STATE

OF Florida

COUNTY

OF Miami-Dade

The foregoing instrument was acknowledged before me on this 16 day of April
2009 by Mayor Julio Robaina as President, and Rafael E. Granado as Secretary, of
(Name of Officer or Agent) (Name of Secretary)

City of Hialeah
(Name of Corporation)

corporation, a Government corporation.
(State or Place of Incorporation)

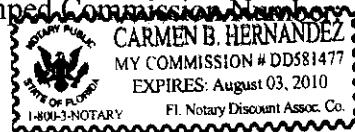
They are personally known to me or have produced the following _____
as identification and did (did not) take an oath and who attest to the truth and accuracy of the
representations contained herein.

This document was prepared by:

City of Hialeah
Planning Division
501 Palm Avenue, Second Floor
Hialeah, FL 33010

[Signature]
Signature of Notary Public

Carmen B. Hernandez
Name of notary typed, printed, or
stamped Commission Number



City _____ State _____ Zip Code _____

Exhibit A

LEGAL DESCRIPTIONS

PARCEL 1

**Folio No. 04-3118-001-2270
20 West 6 Street, Hialeah, Florida**

Lots 7 through 9, Block 18, Town of Hi-a-le-ah, according to the plat thereof, as recorded in Plat Book 5, page 77, of the Public Records of Miami-Dade County, together with the North ½ of Tract 18-A, Revised Plat of Block 18 of the City of Hialeah, according to the plat thereof, as recorded in Plat Book 33, page 15, of the Public Records of Miami-Dade County, Florida.

PARCEL 2

**Folio No. 04-3118-002-0010
591 West 1 Avenue, Hialeah, Florida**

North ½ of Tract 18, Revised Plat of Tract 18 of the City of Hialeah, according to plat thereof, as recorded in Plat Book 33, page 15, of the Public Records of Miami-Dade County, Florida.

PARCEL 3

**Folio No. 04-3118-002-0020
525 West 1 Avenue, Hialeah, Florida**

West 75 feet of the South 135 feet of Tract 18, Revised Plat of Tract 18 of the City of Hialeah, according to plat thereof, as recorded in Plat Book 33, page 15, of the Public Records of Miami-Dade County, Florida.

PARCEL 4

**Folio No. 04-3118-001-2290
59 West 5 Street, Hialeah, Florida**

Lot 16, Block 18, Town of Hi-a-le-ah, according to the plat thereof, as recorded in Plat Book 5, page 77, of the Public Records of Miami-Dade County, Florida, together with the West 50 feet of the East 150 feet and the East 25 feet of the West 100 feet of the South ½ of Tract 18, Revised Plat of Tract 18 of the City of Hialeah, according to plat thereof, as recorded in Plat Book 33, page 15, of the Public Records of Miami-Dade County, Florida.